

**IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION**

BETWEEN:-

VOICE MAIL CLAIMANT

Claimant

- and -

**(1) NEWSGROUP NEWSPAPERS LIMITED
(2) GLENN MULCAIRE**

Defendants

GENERIC PARTICULARS OF CLAIM

The Parties

1. [Identity of the Voice Mail Interception Claimant]
2. The First Defendant was the publisher of the News of the World newspaper which (until its recent closure) had a considerable readership in this jurisdiction and which also published its content on its website www.newsoftheworld.com.
3. The Second Defendant was a private investigator engaged by the First Defendant through his service company to provide "research and information services" from about October 1998 until the arrest of the Second Defendant on 8 August 2006

Claimant's mobile telephone communications

4. At all relevant times, the Claimant had a mobile phone telephone service which s/he used regularly ("the Claimant's Mobile Telephone"). This mobile telephone number is private to the Claimant. At all relevant times the Claimant used the voicemail service provided by his/her mobile telephone provider.
5. [The Claimant's mobile telephone service provider, number and use of voicemail]
6. The Claimants particular use of mobile telephones and concerns about

security if any and reasons for changing mobiles telephones if any.].

7. The Claimant's mobile telephone communications and voicemails left by and for the Claimant, together with the means of accessing such messages, including any unique direct dial numbers, the passwords, pin numbers, are private and confidential and fall within the scope of the Claimant's rights protected under Article 8 of the European Convention on Human Rights and in respect of which the Claimant had and has a reasonable expectation of privacy.
8. The Claimant has, and at all relevant times has had, a reasonable expectation of privacy in respect of the following information ("the Mobile Telephone Information"):
 - 8.1 Her/His mobile telephone number and the information necessary to access voicemail messages, namely the DDN (if this was needed) and PIN number;
 - 8.2 The fact that a particular person has left a voicemail message for her/him;
 - 8.3 The time and date of that voicemail message, and the caller's telephone number;
 - 8.4 The contents of that voicemail message;
 - 8.5 The fact that s/he has left a voicemail message for a particular person;
 - 8.6 The time and date of that voicemail message, and number of the telephone used by the Claimant to leave the message;
 - 8.7 The contents of that voicemail message; and
 - 8.8 The names and telephone number of the individuals with whom s/he communicated by mobile telephone.
 - 8.9 Telephone call, text and location data of the mobile telephone.
9. The Defendants and each of them knew or ought to have known that the Mobile Telephone Information was confidential, private and within the scope of the protection afforded by Article 8 of the European Convention on Human Rights.
10. The Claimant relies upon the admissions made by the First Defendant's Leading Counsel on 12 May 2011, in the agreed Statement in Open Court and the Order made on 27 May 2011 ("the Miller Admissions"), in the

proceedings brought against the Defendants by Sienna Miller ("the Sienna Miller Action") and in the First Defendant's Admission of Facts dated 13 December 2011.

11. The Defendants and each of them owed the Claimant a duty of confidence and/or a duty to respect the privacy of the Claimant in respect of the Mobile Telephone Information. The Claimant relies upon the Miller Admissions and the admissions made in action brought against the same Defendants in the Kelly Hoppen, Ben Jackson, Joan Hammell and Jude Law actions.

The First Defendant's Engagement of the Second Defendant: "the Arrangement"

12. In or about October 1998 the Second Defendant first entered into an arrangement in respect of the *News of the World* ("the Arrangement") with the First Defendant under the terms of which he agree to obtain, on request, information about specific individuals and third parties connected to them, such as their family and/or friends and/or colleagues [REDACTED]
[REDACTED]
13. As admitted in the First Defendant's Admission of Facts, the Arrangement continued until the arrest of the Second Defendant on 7 August 2006.
14. As admitted in the First Defendant's Admission of Facts, the Arrangement was evidenced by a series of written agreements between the First Defendant and the Second Defendant (or companies controlled by him), including:
 - (a) 6 June 2001: a confidentiality agreement between the First Defendant (signed by Journalist A referred to in the Confidential Schedule) and the Second Defendant (in the name "Paul Williams") concerning the provision of confidential information by the Second Defendant.
 - (b) A contract dated 1 September 2001 signed by Journalist A on behalf of the First Defendant and Euro Research and Information Services Limited (a company controlled by the Second Defendant) for a period of 12 months. Under this contract the Second Defendant was paid £1769.23 per week: £92,000 per annum.
 - (c) A letter of agreement dated 1 September 2002 between *News of the World* (signed by Journalist A) and Euro Research and Information Services for a further period of 12 months. Under this contract the Second Defendant was paid £1769.23 per week: £92,000 per annum.

- (d) An "Addendum" dated 23 July 2003 – by which the First Defendant, by Journalist A, agreed to pay the Second Defendant an extra £250 per week, making the total weekly remuneration £2,019 for an extended service covering 9.00am to 5.00pm Mondays to Fridays, plus emergency calls outside these hours.
- (e) A contract dated 4 February 2005 between the Second Defendant (in the name "Paul Williams") and the First Defendant to pay at least £7,000 to the Second Defendant on the publication of an exclusive story about Gordon Taylor.
- (f) An Agreement between Nine Consultancy Limited (a company controlled by the Second Defendant) and the First Defendant, (signed by Journalist C referred to in the Confidential Schedule) for a period of 12 months from 1 July 2005. Under this agreement the Second Defendant was paid £2,019 per week, £104,988 per annum.
- (g) An email dated 4 March 2006 from journalist B on behalf of the First Defendant to the Second Defendant extending the agreement of 1 July 2005 until 2007.

15. Payments to the Second Defendant by the First Defendant were authorised at the editorial level by the individuals listed in paragraph 1 of the Confidential Schedule. By 2002, the Second Defendant was receiving regular instructions from those persons outlined in paragraph 4 of the Confidential Schedule. Those persons set out in paragraph 3 of the Confidential Schedule used or were aware of the arrangement between the First and Second Defendant.
16. By reason of the above matters, at all relevant times, the Second Defendant was a servant or agent of the First Defendant and was acting on behalf of and within the scope of the authority conferred by the First Defendant.
17. For these reasons, as now admitted by the First Defendant, at all relevant times the First Defendant was vicariously liable for the acts of the Second Defendant as well as for the acts of its other employees. The Claimant also relies on the First Defendant's admissions of liability for the actions of the Second Defendant in the actions brought by Sienna Miller, Kelly Hoppen, Sky Andrew, Andy Gray, Tessa Jowell and Joan Hammell.

The Defendants' Arrangement for the Obtaining of Private Information

18. [REDACTED]

19. The Victims included the Claimant.

20. The Arrangement [REDACTED]
[REDACTED]
[REDACTED] on the instruction of the First Defendant's journalists and the unlawful interception of voicemail messages by the First Defendant's journalists using information provided by the Second Defendant.

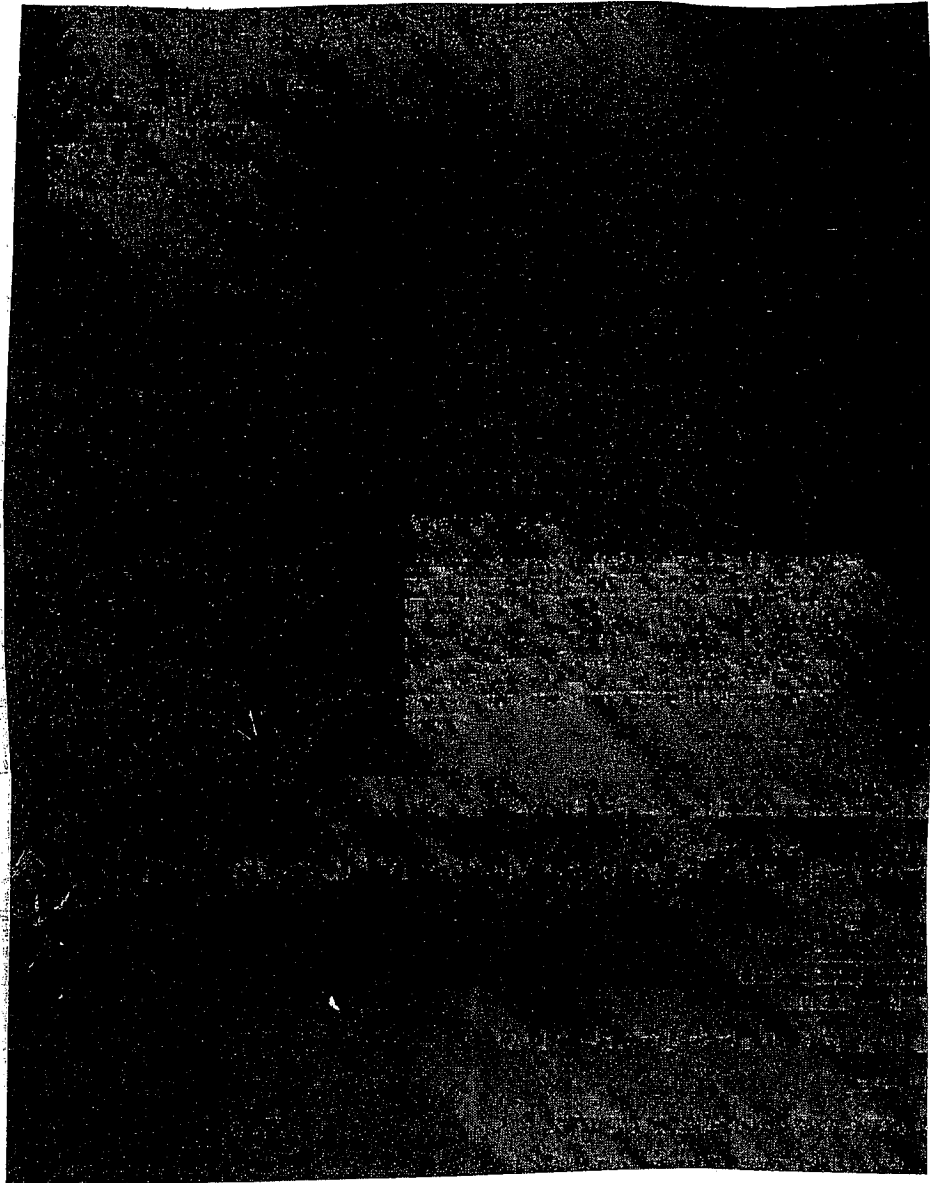
21. [REDACTED]

21.3

21.4

21.5

21.6



22. In support of the contention that the Defendants agreed and executed the Arrangement the Claimant will rely on:

22.1 the First Defendant's Admission of Facts where it admits various facts relating to the obtaining of information and the voicemail interception "modus operandi".

22.2 the conviction on 29 November 2006 at the Central Criminal Court of the Second Defendant, and Clive Goodman, an employee (and former News Editor) of the First Defendant on an indictment containing 20 counts arising out of the interception of voice mail messages of 8 Victims.

22.3 the admissions made by the First and Second Defendants in actions brought against them by other Victims including Andy Gray, Tessa

Jowell, Ben Jackson, Sienna Miller and Kelly Hoppen.

- 22.4 the public statement made by the Second Defendant on 4 July 2011 in which he admitted that he was placed under "*constant demand for results*" by the First Defendant and its journalists.
- 22.5 the admission made by the Second Defendant during the course of him being secretly taped by one of his Victims who approached him on or about 7 July 2011 that he was commissioned or instructed to conduct such activities "*by committee*", from which it is to be inferred that he was instructed by a significant number of organised or official members of the First Defendant's staff. The Claimant will refer if necessary to the broadcast of this secret recording which was shown on Channel 4 News on 7 July 2011.
- 22.6 the ET1 complaint form filed by the Second Defendant in his employment tribunal proceedings brought against the First Defendant for unfair dismissal in which, at Part 5, he stated as follows:
- "[the Second Defendant] also claims that his dismissal was the result of the [First Defendant] believing that he was about to make a protected disclosure in that he was about to reveal the identities of other employees of the Respondent who were equally culpable and had indeed instructed him to carry out the duties which amounted to criminal offences. None of these individuals has been dismissed by [the First Defendant]...*
- The [Second Defendant] claims that his dismissal was not the result of the offences to which he pleaded guilty, as the [First Defendant] was aware of these in early 2006 when the [Second Defendant] was arrested yet continued to pay him without question up to the day before he was imprisoned."*
- 22.7 the statement by Mr Clive Goodman, the former Royal Editor of the News of the World, in a letter dated 2 March 2007 to News International Limited, that other members of staff (in addition to himself) were carrying out phone hacking and that the practice was widely discussed at the daily editorial conference until explicit reference to it was banned by the Editor and that most articles over the two year period prior to arrest derived from voicemail interception.
- 22.8 the "corner names" recorded by the Second Defendant in his notes to identify the journalists who had given him instructions, showed that the Second Defendant had been instructed on at least 2,226 occasions over a period of about 5 years, that is on average more than once a day throughout the period.

Unlawful Acts in relation to the Claimant pursuant to the Arrangement

23. The Defendants targeted the Claimant pursuant to the arrangement [Date(s) of and reasons for acts complained of].
24. As a result the Defendants obtained private and confidential information relating to the Claimant ("the Claimant's Information"). The best particulars which the Claimant can give prior to full disclosure by the Defendants and/or third parties and the provision of Further Information are as follows:
- [Details of unlawful acts complained of including private information in the notes of the Second Defendant, any references to individuals employed by the News Of the World and all details of any call data from the MPS]:
- It is to be inferred that, as a result of targeting the Claimant, the Defendants obtained access to numerous other voicemail messages to and from the Claimant including personal messages left by and for her/his friends and family. This included the following information:
- (a) The fact that the Claimant had telephoned and left voicemail messages for particular individuals;
 - (b) The time and date and duration of that voicemail message;
 - (c) The contents of those voicemail messages, which would have included personal messages;
 - (d) The fact that particular individuals and/or had left voicemail messages for the Claimant;
 - (e) The time and date and duration of that voicemail message, and the caller's telephone number;
 - (f) The contents of those voicemail messages; and
 - (g) The names and telephone number of the individuals with whom the Claimant communicated by mobile telephone.
25. Further or alternatively, by obtaining and recording the Claimant's Information, the Defendants have breached the Claimant's confidence and misused his private information.
26. The Claimant will invite the Court to infer that the Defendants obtained and recorded the Claimant's Information for the First Defendant's purposes as the publisher of the "News of the World" and, in particular for the investigation and publication of stories based upon, using, including or corroborated by the

Claimant's Confidential information.

Publications in the News of the World

27. At all relevant times, the First Defendant published in the *News of the World*, on its website and on databases, a series of articles concerning the Claimant's private and family life (the "Articles") as set out in Part A of the Confidential Publications Schedule. The Articles continued to be published online at www.newsoftheworld.com until about 2010 and remain readily available through popular press cuttings databases such as Factiva.com and LexisNexis.
28. The Claimant will invite the Court to infer that some or all of the private information in the Articles derived from the unlawful activities of the Defendants pursuant to the Scheme. The Claimant is unable to provide further details until after the provision of further information and/or disclosure by the Defendants. For the avoidance of doubt, the Claimant relies on the publication of the Articles as both:
 - 28.1 being the product of the misuse of the Claimant's Information as referred above, which misuse was deliberately concealed by the Defendants from the Claimant's knowledge and/or was obtained by means of deception and/or fraud (including but not limited to the deception of the Mobile Telephone Number providers); and
 - 28.2 giving rise to a freestanding cause of action for misuse of private information and/or breach of confidence.
29. The Articles each contained actual or purported information relating to the Claimant's private and family life, as set out in Part B of the Confidential Publications Schedule. The Claimant will refer to the Articles in their entirety at trial for their full terms.
30. The Articles were published without the Claimant's consent or prior knowledge and in respect of them he had a reasonable expectation of privacy, and/or fell within the scope of the Claimant's private life under Article 8 of the European Convention on Human Rights. In further support of this contention, the Claimant will rely upon the following:
 - 30.1 The self-evidently private nature of the information in the Articles.
 - 30.2 Further, as is also evident from the Articles themselves, they intrude upon

the Claimant's private life, about intimate or personal moments which she had shared and/or was sharing with her/his family or friends.

30.3 The Articles do not reveal any information about the Claimant performing any professional duties or making any 'public appearances'.

31. The publications of the Articles were wrongful and constituted breaches of confidence, unjustified infringements of the Claimant's right to privacy and misuse of his private information. In further support of this contention, and without reversing the burden of proof, which lies squarely upon the First Defendant if and insofar as it seeks to justify the publication of these Articles as a legitimate matter of public interest or otherwise, the Claimant will rely on the following matters:

31.1 The facts and matters set out in paragraph 30 above.

31.2 The fact the Claimant is not a public figure, nor does s/he perform any public duties.

31.3 In publishing the Articles, the First Defendant was, as a result, disclosing information about the private life of an individual who does not exercise any official functions.

31.4 Further, the publication of this material was also not capable of contributing to a debate in a democratic society relating to matters of public interest.

32. In these circumstances, and by publishing the Articles, the First Defendant acted in breach of confidence, infringed the Claimant's right to privacy and/or misused her/his private information.

Harassment of the Claimant

33. The Defendants have pursued a deliberate course of conduct by placing the Claimant under surveillance (although seeking to conceal the same from his knowledge despite his suspicions about being so targeted) by seeking to obtain the Claimant's Mobile Telephone Information [and details of any physical surveillance by the First Defendant and/or other unlawful activity including blagging]. The Defendants' conduct as aforesaid has caused the Claimant extreme concern about her/his privacy.

[Details of Conduct relied on as constituting harassment]

Concealment of Unlawful Actions

34. Since the arrests of Clive Goodman and Glenn Mulcaire in August 2006, the First Defendant has consistently sought to conceal the extent of its wrongdoing. In support of this allegation the Claimant relies upon the following facts and matters:

34.1 In Autumn 2006, the First Defendant failed to respond to the Metropolitan Police's request to produce available evidence relevant to their investigation, including emails between journalists and editors, receipts, invoices and telephone records of calls with the Second Defendant.

34.2 In February 2008, on Radio 4 Stuart Kuttner stated:

"It happened once at the 'News of the World'. The reporter was fired; he went to prison. The editor resigned".

34.3 In July 2009, in its statement available on the website of News Corps the First Defendant stated:

"From our own investigation, but more importantly that of the police, we can state with confidence that, apart from the matters referred to above, there is not and never has been evidence to support allegations that:

- 'News of the World' journalists have accessed the voicemails of any individual.*
- 'News of the World' or its journalists have instructed private investigators or other third parties to access the voicemails of any individuals.*
- There was systemic corporate illegality by News International to suppress evidence.*

"It goes without saying that had the police uncovered such evidence, charges would have been brought against other 'News of the World' personnel. Not only have there been no such charges, but the police have not considered it necessary to arrest or question any other member of 'News of the World' staff.

"Based on the above, we can state categorically in relation to the following allegations which have been made primarily by the 'Guardian' and widely reported as fact by Sky News, BBC, ITN and others this week:

- It is untrue that officers found evidence of News*

Group staff, either themselves or using private investigators, hacking into "thousands" of mobile phones.

** It is untrue that apart from Goodman, officers found evidence that other members of News Group staff hacked into mobile phones or accessed individuals' voicemails.*

** It is untrue that there is evidence that News Group reporters, or indeed anyone, hacked into the telephone voicemails of John Prescott.*

** It is untrue that "Murdoch journalists" used private investigators to illegally hack into the mobile phone messages of numerous public figures to gain unlawful access to confidential personal data, including: tax records, social security files, bank statements and itemised phone bills.*

** It is untrue that News Group reporters have hacked into telephone voicemail services of various footballers, politicians and celebrities named in reports this week.*

** It is untrue that 'News of the World' executives knowingly sanctioned payment for illegal phone intercepts.*

34.4 In evidence before the Culture, Media and Sport Select Committee in July 2009 Colin Myler, on behalf of the First Defendant, asserted that there was no evidence of widespread wrongdoing and or hacking of telephone messages at the 'News of the World'. This was widely reported in the media without further comment or correction from Mr Myler or the First Defendant.

34.5 In the same Committee Hearing, on 1 July 2009, Andy Coulson stated that he was not aware of, and did not condone, phone hacking at the 'News of the World'. This was widely reported in the media without further comment or correction from Mr Coulson or the First Defendant. The Claimant will refer to the fact that despite being the Chief communications Officer for the Prime Minister at the time, Mr Coulson was still in receipt of payments from News International.

34.6 In August 2009, Colin Myler informed the Press Complaints

Commission:

"Our internal enquiries have found no evidence of involvement by 'News of the World' staff other than Clive Goodman in phone message interception beyond the e-mail transcript which emerged in April 2008 during the Gordon Taylor litigation and which has since been revealed in the original 'Guardian' report."

- 34.7 On 4 November 2009, in a letter to the Select Committee, Ms Rebekah Brooks (the former editor of both the *News of the World* and *The Sun*) explained that she had asked Mr Jon Chapman to deal with the Committee's request for clarification of payments by News International to Mr Goodman, and that he had responded as follows:

"Clive Goodman's employment with News Group Newspapers Limited was terminated in early February 2007. Subsequently, he engaged a City law firm with a view to bringing employment tribunal proceedings, the primary claim being that News Group Newspapers Limited failed to follow the statutory dismissal and disciplinary procedure in relation to termination of his employment. ...

Pursuant to the agreement, Mr Goodman was paid his notice and an agreed amount representing a possible compensatory award at tribunal (which was some way below the £60,600 limit on such awards)."

- 34.8 In September 2010, the *News of the World* issued a statement that said:

"We reject absolutely any suggestion that there was a widespread culture of wrongdoing at the 'News of the World'."

- 34.9 It is to be inferred that the actions of the First Defendant set out in paragraphs 26.1 above were a deliberate attempt to conceal its unlawful actions. Further, the assertions of the First Defendant as set out in paragraph 26.2 to 26.8 were false and known to employees of the First Defendant to be false. In support of this the Claimant will rely upon the following facts and matters:

- (a) Senior Executives and/or journalists at the First Defendant had admitted to Surrey Police in April 2002 that the First Defendant

had unlawfully accessed Milly Dowler's voicemail messages.

- (b) An email from the Second Defendant to [REDACTED] of the "News of the World" and an employee of the First Defendant, sent, pursuant to the Arrangement, on 28 April 2006. The body of the email contained Joan Hammell's Mobile Telephone number, DDN and PIN Number and stated that there are "45 voicemail messages". It is to be inferred that the Second Defendant had unlawfully obtained the number and details of these messages from Joan Hammell's voicemail in order to enable [REDACTED] to listen to private messages left for her by Lord Prescott.
- (c) Numerous similar emails from 2005 to 2006 from the Second Defendant to [REDACTED] and between [REDACTED] and other *News of the World* journalists
- (d) About 2,500 emails, copies of which were submitted in early 2007 to Harbottle & Lewis in relation to an employment dispute. These emails showed clear evidence of indirect hacking, breaches of national security and corrupt payments to police officers. These emails were considered in 2007 by Jon Chapman, Head of Legal Affairs, and Daniel Cloke, Head of Human Resources for the First Defendant and/or News International Limited.
- (e) An email from the Second Defendant to Ross Hindley, a journalist at the *News of the World*, dated 29 June 2005 at 17:02 which attaches a transcript of intercepted voicemail messages between Gordon Taylor and Jo Armstrong. The text stated "*This is the transcript for Neville. I have copied the text in the below email and also attached the file as a word document*". [REDACTED] The First Defendant has admitted, in the evidence before the Leveson Inquiry, that the email was disclosed in the Gordon Taylor litigation in 2008, and that it resulted in the First Defendant resolving the action.
- (f) The evidence of Clive Goodman in his internal employment appeal in May 2007 whereby he admitted and provided evidence that telephone hacking had been conducted for a number of years openly at the *News of the World*, was approved by [REDACTED] and [REDACTED] and that over the last 2

years of his work at the *News of the World* all of the stories published by the *News of the World* were based on telephone hacking. Furthermore, the Claimant relies upon the fact of the admission that Clive Goodman made as suborned in his evidence at the criminal hearing in January 2007 in that he declined in mitigation to admit the widespread nature of telephone interception at the *News of the World* on the promise of ██████████ that he would be re-employed.

- (g) Evidence to the Leveson Inquiry on 13 December 2011 that an additional payment was made by the First Defendant to Mr Goodman of £90,000, made in February 2007, which had been authorised by ██████████ and a second payment of £153,000, including legal fees, between October and December 2007. It is to be inferred that ██████████ and ██████████ were aware of this payment at the time of their response to the Select Committee's request in ██████████ ██████████ and that ██████████ and ██████████ would therefore have known that Mr Goodman had not been paid a single payment consisting of a year's salary, modest statutory compensation and legal costs as is inferred in ██████████ letter.

- (h) On 13 December 2011, in his evidence before the Leveson Inquiry, Mr Julian Pike, former lawyer for the First Defendant, admitted that from April 2008 he did not believe that the First Defendant's "rogue reporter" defence was true.

35. From 2008 onwards, the First Defendant had, and was aware that it had, a legal obligation to preserve all relevant evidence because, by 2007, it had had notification of civil claims brought by Gordon Taylor and by 2008 the civil claims brought by Jo Armstrong and John Hewison. In about summer 2009, it also had notification of a legal claim by Max Clifford and in April 2010, July 2010 and September 2010, it had claims by a number of individuals including Skylet Andrew, Andy Gray and Sienna Miller. In spite of this, the First Defendant has caused, allowed and/or permitted substantial, relevant evidence to be destroyed. The Claimant relies on the destruction of evidence by the First Claimant in support of its case that the First Defendant was knowingly misusing victims' private information (including, it is to be inferred, the Claimant's private

information) by voicemail interception and other unlawful acts set out above. In support of this allegation the Claimant relies upon the following facts and matters:

- 35.1 All computers used by its journalists, including that of [REDACTED] who had been specifically named in the letter before action dated 6 September 2011 in the Sienna Miller action, were destroyed in about October 2010.
- 35.2 Hundreds of thousands of emails, on nine separate occasions, were deleted. The Claimant relies upon letter of 1 August 2011 from Stuart Benson and Company, Solicitors for HCL, to the Home Affairs Select Committee.
- 35.3 The active steps taken by the First Defendant to delete emails via the creation of an 'Email Deletion Policy'. The Claimant will rely, amongst other matters, on the following:
- (i) The draft framework of the Email Deletion Policy dated November 2009 stated under "Opportunity" that its aim was, amongst other matters, "to eliminate in a consistent manner across NI (subject to compliance with legal and regulatory requirements) emails that could be unhelpful in the context of future litigation in which an NI company is a defendant".
 - (ii) The Claimant will also rely on emails sent by a senior executive of the First Defendant (identified in paragraph 6 of the Confidential Schedule) in May 2010 enquiring about email deletion and in August and October 2010 relating to the 'email deletion policy' at the First Defendant and pressing for such deletions, including:
 - (a) an email dated 12 May 2010 stating "what happens to my emails....with deletion".
 - (b) an email dated 29 July 2010 stating "How come we still haven't done the email deletion policy discussed and approved six months ago?";
 - (c) an email dated 4 August 2010 referring to "email deletion" and stating "everyone needs to know that anything before January 2010 will not be kept"; and
 - (d) an email dated 7 October 2010 stating "how are we doing with the TMS email deletion policy". This is sent by the senior executive to a legal officer at the First

Defendant who forwarded the email to a member of the First Defendant's IT team saying, "Should I go and see [them] now and get fired – would be a shame for you to go so soon?!!! Do you reckon you can add some telling IT arguments to back up my legal ones".

- (iii) The email from an employee in the Technology Department dated 9 September 2010 and sent at 16.50 stating, "If the deletion need to wait until tomorrow, then that is fine. There is a senior NI management requirement to delete this data as quickly as possible but it need to be done within commercial boundaries". The Claimant will rely, *inter alia*, on the fact that this deletion took place after the First Defendant had received the letter before action in the Sienna Miller action which was dated 6 September 2010, which expressly demanded steps be taken to preserve relevant documents. The Claimant relies upon paragraph 83 of the third witness statement of Paul Cheesborough, admitting that all emails on the email archive system up to 31 September 2004 were deleted. In January 2011, all emails on the archive system up to 31 September 2007 were deleted.

- 35.4 The Claimant also relies upon the fact that in July 2011 the senior executive identified at paragraph 1(b) of the Confidential Schedule caused and procured an employee to remove 7 boxes of their own records from the company storage facility.

36. The Claimant relies upon the above matters, set out in paragraphs 34 and 35, in support of her/his case on concealment, spoliation and aggravation of damages.

Remedies

37. By reason of the above matters, the Claimant has suffered substantial distress as a result of the misuse of her/his private information by the First Defendant, as well as loss and damage, and/or the Defendants have obtained substantial profit. The Claimant is unable to particularise her/his damage further until he has ascertained the full nature and extent of the wrongful acts committed by the Defendants in accordance with paragraph 40 below.

38. Further, in support of his claim for general and/or aggravated damages, including compensation for distress, the Claimant will rely on the following facts and matters:

- 38.1 The gross violation of the Claimant's entitlement to respect for his private life.
- 38.2 The obviously highly private and confidential nature of the information that was obtained relating to the Claimant's mobile telephone, his family and – it is to be inferred as a result of voicemail interception – his personal and professional life.
- 38.3 The fact that the Arrangement was carried out secretly with the First Defendant having gone to great lengths to conceal its existence (including the facts and matter set out at paragraphs 34 and 35 above).
- 38.4 The First Defendant's repeated false public denials of liability for the wrongful accessing of voicemails and delay in admitting its wrongdoing.
- 38.5 The fact that the Arrangement was operated with the approval of those persons identified paragraph 5 of the Confidential Schedule.
- 38.4 [Further matters relied on in support of damages claim]

39. Further the acts of the First Defendant, in unlawfully obtaining and using the Mobile Telephone Information were calculated by it to make a profit for itself which might well exceed the compensation payable to the Claimant. As a result the Claimant is entitled to and claims exemplary damages against the First Defendant. The Claimant will rely on the matters pleaded above and, in particular on the following:

- 39.1 The fact that the Arrangement was carried out secretly with the First Defendant having gone to great lengths to conceal its existence with the involvement and/or approval of those persons identified in paragraph 5 of the Confidential Schedule, including the facts and matters set out in paragraph 27.3 above.
- 39.2 The fact that the Arrangement was approved by senior editorial staff of the First Defendant.
- 39.3 The Claimant will invite the Court to infer that the First Defendant calculated that the Arrangement would not be discovered and that, as a result, operated the Arrangement having calculated or assumed that it could use the information which was obtained for journalistic

purposes without ever paying any compensation to the Victims.

39.4 The Claimant will also invite the Court to infer that the First Defendant calculated that, if the Arrangement were to be discovered, the damages which would be payable to the Victims would be insubstantial as compared to the profits to be made from selling newspapers containing stories based on information produced by the Arrangement.

39.5 Further details cannot be given until after disclosure and/or the provision of further information.

40. In order to enable the Court to assess the full extent of the damage suffered by the Claimant and to grant effective injunctive relief, the Claimant requires an order that the Defendants provides the information as to the full extent of their wrongdoing ("the Wrongdoing Information"):

40.1 The identity of each and every employee or agent of the First Defendant who participated in the Arrangement

40.2 The identity of each every employee or agent of the First Defendant who obtained and used the Claimant's Information

40.3 The number of occasions on which the Claimant's voicemail was accessed.

40.4 All the Claimant's Information obtained by the Second Defendant pursuant to the Arrangement and of the extent to which this information was circulated to and used by the First Defendant's journalists;

40.5 All the Claimant's Information obtained by the "News of the World" journalists using mobile telephone numbers, pin numbers, direct dial numbers and other personal information supplied by the Second Defendant.

41. Unless restrained by this Honourable Court, the Defendants will further access or attempt to access the Claimant's voicemail messages left for him or by him, and/or from use, publish or cause to be used or published private or confidential information concerning the Claimant as identified as having been obtained by them.

42. The Claimant is entitled to and claims interest pursuant to Section 35A of the Senior Courts Act 1981 and/or pursuant to the Court's equitable jurisdiction,

on the amounts found due to him at such rate and for such period as the Court thinks fit.

AND THE CLAIMANT claims

As against the First and Second Defendants and each of them:

- (1) An Injunction to restrain the Defendants, whether by themselves, their servants or agents, or otherwise howsoever from accessing or attempting to access the Claimant's voicemail messages left for him or by him, and from using, publishing or causing to be used or published all private or confidential information concerning the Claimant as is identified as having been obtained by them.
- (2) Damages (including aggravated damages), or an inquiry as to damages (together with an Order for payment to the Claimant upon the making of such an inquiry), for breach of confidence and/or misuse of private information.
- (3) Delivery up on oath of all documents (whether in hard copy or electronic form) regarding or concerning the Claimant and/or his mobile telephone numbers, pin numbers and direct dial numbers and all copies in whatever form they may be kept or otherwise held by or on behalf of the Defendants;
- (4) An order that the Defendants, on oath, provide information as to:
 - (a) The identity of each and every employee or agent of the First Defendant who participated in the Arrangement
 - (b) The identity of each every employee or agent of the First Defendant who obtained and used the Claimant's Information
 - (c) The number of occasions on which the Claimant's voicemail was accessed.
 - (d) All the Claimant's Information obtained by the Second Defendant pursuant to the Arrangement and of the extent to which the information was circulated to and used by the First Defendant's journalists;
 - (e) All the Claimant's Information obtained by the "News of the World" journalists using mobile telephone numbers, pin numbers, direct dial numbers and other personal information supplied by the Second Defendant.
- (5) A declaration that the obtaining/accessing of the Claimant's Information as pleaded in the Particulars of Claim constituted a misuse of private information;
- (6) Interest on damages or sums found to be due to the Claimant pursuant to Section 35A of the Senior Courts Act 1981, or alternatively pursuant to the Court's equitable jurisdiction, to be assessed;

(7) Further or other relief.
As against the First Defendant
Exemplary damages.

HUGH TOMLINSON QC
DAVID SHERBORNE
JEREMY REED
SARA MANSOORI
MARK THOMSON

Statement of Truth

The Claimant believes that the facts stated in this Particulars of Claim are true.

.....

**IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION**

BETWEEN:-

[Name]

Claimant

- and -

**(1) NEWSGROUP NEWSPAPERS LIMITED
(2) GLENN MULCAIRE**

Defendants

**DETAILS TO BE ADDED TO
GENERIC PARTICULARS OF CLAIM**

1. [Identity of the Voice Mail Interception Claimant]
5. [The Claimant's mobile telephone service provider, number and use of voicemail]
6. [Reasons for targeting the claimant].
23. [Date(s) of and reasons for acts complained of].
[Details of unlawful acts complained of:]
- 30.4 [Further matters relied on in support of damages claim]

Confidential Publication Schedule (if applicable)

Harassment (if applicable)

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION

ALL CLAIMS IN THE SCHEDULE

IN THE MATTER OF MOBILE PHONE VOICEMAIL INTERCEPTION LITIGATION

BETWEEN:

VARIOUS CLAIMANTS
(listed in the Schedule hereto)

Claimants

- and -

(1) NEWS GROUP NEWSPAPERS LTD
(2) GLENN MICHAEL MULCAIRE

Defendants

-and-

COMMISSIONER OF METROPOLITAN POLICE

Respondent

NOTICE TO ADMIT FACTS

THE CLAIMANTS GIVE NOTICE THAT THE DEFENDANTS ARE REQUESTED TO ADMIT THE FOLLOWING FACTS:

The Arrangement

1. That in or about October 1998 the Second Defendant first entered into an arrangement in respect of the *News of the World* ("the Arrangement") with the First Defendant under the terms of which he agree to obtain, on request, information about specific individuals and third parties connected to them, such as their family and/or friends and/or colleagues (together known as "the Targets"). [REDACTED]
2. That the Arrangement continued until the arrest of the Second Defendant on 8 August 2006.
3. That the Arrangement was evidenced by a series of written agreements

between the First Defendant and the Second Defendant (or companies controlled by him):

- (a) 6 June 2001: a confidentiality agreement between the First Defendant (signed by [REDACTED] and the Second Defendant (in the name "Paul Williams") concerning the provision of confidential information by the Second Defendant.
- (b) A contract dated 1 September 2001 signed by [REDACTED] on behalf of the First Defendant and Euro Research and Information Services Limited (a company controlled by the Second Defendant) for a period of 12 months. Under this contract the Second Defendant was paid £1769.23 per week: £92,000 per annum.
- (c) A letter of agreement dated 1 September 2002 between *News of the World* (signed by a Journalist) and Euro Research and Information Services for a further period of 12 months. Under this contract the Second Defendant was paid £1769.23 per week: £92,000 per annum.
- (d) An "Addendum" dated 23 July 2003 – by which the First Defendant, by [REDACTED] agreed to pay the Second Defendant a extra £250 per week, making the total weekly remuneration £2,019 for an extended service covering 9.00am to 5.00pm Mondays to Fridays, plus emergency calls outside these hours.
- (e) A contract dated 4 February 2005 between the Second Defendant (in the name "Paul Williams") and the First Defendant to pay at least £7,000 to the Second Defendant on the publication of an exclusive story about Gordon Taylor.
- (f) An Agreement between Nine Consultancy Limited (a company controlled by the Second Defendant) and the First Defendant, (signed by [REDACTED] for a period of 12 months from 1 July 2005. Under this agreement the Second Defendant was paid £2,019 per week, £104,988 per annum.
- (g) An email dated 4 March 2006 from [REDACTED] on behalf of the First Defendant to the Second Defendant extending the agreement of 1 July 2005 until 2007.

4. That the purpose of the Arrangement between the Second Defendant and the First Defendant was the obtaining of information by the Second Defendant concerning the Targets [REDACTED] and the supply of such information to journalists or editors with a view to such information being used in the

Investigation, preparation and writing of articles to be published in the *News of the World*.

Payments to the Second Defendant

5. That the First Defendant and its related companies made the payments set out in the attached Schedule to the Second Defendant or his associated companies.
6. That these payments were authorised [REDACTED] by the *News of the World* by the individuals set out in the Confidential Schedule.

Obtaining of Information by Unlawful Means

7. [REDACTED] the primary unlawful means by which the Second Defendant and/or his associates obtained information concerning the Targets was by the interception of voicemail messages and then providing transcripts and/or other information about these messages to *News of the World* journalists.
8. That the Second Defendant and/or his associates also obtained information concerning the Targets by other unlawful means, in particular:
 - (a) The obtaining of mobile telephone numbers, direct dial numbers ("DDNs") PIN numbers and other telephone account data concerning the Targets individuals by "blagging" or procuring the unauthorised disclosure of information by employees of mobile telephone companies or companies providing services to mobile telephone companies.
 - (b) The obtaining of call data concerning the Targets by "blagging" or procuring the unauthorised disclosure of information by employees of mobile telephone companies or companies providing services to mobile telephone companies.
 - (c) The obtaining of text data concerning the Targets by "blagging" or procuring the unauthorised disclosure of information by employees of mobile telephone companies or companies providing services to mobile telephone companies
 - (d) The accessing of the Targets' emails.
 - (e) The obtaining of data concerning the Targets' locations by "blagging" or

procuring the unauthorised disclosure of information by police officers or by employees of mobile telephone companies or companies providing services to mobile telephone companies.

Voice Mail Interception "Modus Operandi"

9. That the Second Defendant and his Associates obtained the mobile telephone numbers of the Targets by means which included the following:
 - (a) From *News of the World* journalists, or
 - (b) From mobile telephone companies by "blagging", or
 - (c) From blagging carried out by other private investigators employed by the *News of the World* or
 - (d) By intercepting voicemail messages of the Target's family and/or friends, and/or colleagues.
10. That, in the case of Vodafone and O2 the Second Defendant and/or his associates obtained DDNs:
 - (a) From mobile telephone companies by "blagging", or
 - (b) From blagging carried out by other private investigators employed by the *News of the World*
11. That the Second Defendant and/or his associates
 - (a) obtained mobile telephone account details such as, call traffic, details of "friends and family" favourite telephone numbers, PIN numbers and passwords by "blagging" from mobile telephone companies or companies providing services to mobile telephone companies;
 - (b) changed PIN numbers back to "default" or to the victim's mobile number or other numbers of their choosing, and changed passwords in order to enable them to intercept voicemail messages.
12. That the Second Defendant and/or his associates intercepted the voicemail messages of Targets:
 - (a) In the case of Vodafone customers, by dialling a DDN and using the default PIN number (3333) or the changed PIN number or by dialling the mobile telephone number and when the voicemail message began playing interrupting it with the "9" key and then inserting the default PIN number or the changed PIN number.

- (b) In the case of Orange customers, by dialling a generic voicemail number (07973100123), pressing "#", dialling the customer's mobile telephone number and using the customer's PIN number.
 - (c) In the case of O2 customers by dialling a specific unique voicemail number ("DDN") and using the default PIN number (8705) or the changed PIN number or by dialling the mobile telephone number and when the voicemail message began playing interrupting it with the "*" key and then inserting the default PIN number (8705) or the changed PIN number..
 - (d) In the case of T-mobile customers by dialling the Target's mobile telephone number and, on getting through to the voicemail service interrupting it with the "#" key and, until 2002, inserting a generic PIN number or the changed PIN number and, after 2002, inserting the changed PIN number.
13. That the Second Defendant and/or his associates used several different mobile phones and sim cards to intercept voicemail messages.
14. That the Second Defendant noted the names of Targets in his notebooks and on his computer.
15. [REDACTED]
16. That the Second Defendant and/or his associates also assisted *News of the World* journalists in the obtaining of information by unlawful means by providing them with mobile telephone numbers, direct dial numbers, PIN numbers and other information in order to enable the journalists themselves to intercept voicemail messages.
17. That voicemail messages were intercepted by the First Defendant's journalists using information provided by the Second Defendant and his associates.
18. That the journalists who intercepted voicemail messages using information provided by the Second Defendant and his associates included Clive Goodman and Journalists A, B, C, D and E, and others identified in the Confidential Schedule.

The First Defendant's Employees' Knowledge of the Arrangement

19. That the Arrangement was originally entered into between Journalist A on behalf of the First Defendant and the Second Defendant.
20. That Journalist A was the Second Defendant's primary point of contact with the First Defendant until July 2005.
21. That Journalist A, on behalf of the First Defendant, instructed the Second Defendant to intercept voice mail messages on at least 1,453 occasions.
22. That Journalist B was the Second Defendant's primary point of contact with the First Defendant until between July 2005 and August 2006.
23. That Journalist B, on behalf of the First Defendant, instructed the Second Defendant to intercept voice mail messages on at least 303 occasions.
24. That Journalist C, on behalf of the First Defendant, instructed the Second Defendant to intercept voice mail messages on at least 252 occasions.
25. That Journalist D, on behalf of the First Defendant, instructed the Second Defendant to intercept voice mail messages on at least 135 occasions.
26. That Clive Goodman, on behalf of the First Defendant, instructed the Second Defendant to intercept voice mail messages on at least 36 occasions.
27. That the Arrangement was widely known amongst the First Defendant's employees at the *News of the World* and was on occasion discussed at the daily editorial conference.
28. That, in addition to the employees already identified, the employees of the First Defendant listed in the Confidential Schedule were aware of or involved in the Arrangement between the First Defendant the Second Defendant.

The First Defendant's use of the Information obtained by the Second Defendant

29. That information of the following types was provided by Second Defendant to *News of the World* journalists:
- (a) Information about the mobile numbers of the Targets
 - (b) Information about the contents of messages;
 - (c) Information about who had been communicating with whom;
 - (d) Information about the time, duration and dates of communications;
 - (e) Information about the locations, movements and proposed movements of the Targets and third parties connected to them.
30. That information was emailed to *News of the World* journalists by the Second Defendant and/or his associates and/or passed by telephone or text message.
31. That the information unlawfully obtained by the Second Defendant and/or his associates and/or by the First Defendant's employees using information supplied to them by the Second Defendant and his associates was used to enable private investigators employed by the *News of the World* to monitor, locate and track the Targets and their friends, family and contacts to place them under surveillance.
32. That, in particular, information was used to provide instructions to Derek Webb, a private investigator, who placed 153 individuals under surveillance including the following Claimants and former Claimants:
- (a) Andy Gray
 - (b) Ashley Cole
 - (c) Lee Chapman
 - (d) Paul Gascoigne
 - (e) Sienna Miller
 - (f) Gordon Taylor
33. That the information unlawfully obtained by the Second Defendant and his associates was provided to journalists, photographers and editors at the *News of the World* for use in research, the preparation and writing of articles.
34. That such information was, from time to time, included in stories published in the *News of the World*.

Particular Targets

35. That, pursuant to the Arrangement, between 1 January 2005 and 9 August 2006, the Second Defendant intercepted voicemail messages left on the mobile telephone of Paddy Harveson, the Communications Secretary to H.R.H. the Prince of Wales and H.R.H. the Duchess of Cornwall and provided unlawfully obtained information to Clive Goodman on behalf of the First Defendant.
36. That, pursuant to the Arrangement, between 1 January 2005 and 9 August 2006, the Second Defendant intercepted voicemail messages left on the mobile telephone of Helen Asprey, the Personal Secretary to H.R.H. Prince William and H.R.H. Prince Harry and provided unlawfully obtained information to Clive Goodman on behalf of the First Defendant.
37. That, pursuant to the Arrangement, between 1 January 2005 and 9 August 2006, the Second Defendant intercepted voicemail messages left on the mobile telephone of Jamie Lowther-Pinkerton, the Private Secretary to H.R.H. Prince William and H.R.H. Prince Harry and provided unlawfully obtained information to Clive Goodman on behalf of the First Defendant.
38. That, pursuant to the Arrangement, between 16 February and 16 June 2006, the Second Defendant intercepted voicemail messages left on the mobile telephone of Max Clifford and provided unlawfully obtained information to the First Defendant.
39. That, pursuant to the Arrangement, between 16 February and 16 June 2006, the Second Defendant intercepted voicemail messages left on the mobile telephone of Gordon Taylor and provided unlawfully obtained information to the First Defendant.
40. That, pursuant to the Arrangement, between 16 February and 16 June 2006, the Second Defendant intercepted voicemail messages left on the mobile telephone of Sky Andrew and provided unlawfully obtained information to the First Defendant.
41. That, pursuant to the Arrangement, between 16 February and 16 June 2006, the Second Defendant intercepted voicemail messages left on the mobile

telephone of Simon Hughes MP and provided unlawfully obtained information to the First Defendant.

42. That, pursuant to the Arrangement, between 16 February and 16 June 2006, the Second Defendant intercepted voicemail messages left on the mobile telephone of Elle Macpherson and provided unlawfully obtained information to the First Defendant.
43. That, pursuant to the Arrangement, the Second Defendant intercepted voicemail messages left on the mobile telephone of Jo Armstrong and provided unlawfully obtained information to the First Defendant.
44. That, pursuant to the Arrangement, in 2005 and 2006 the Second Defendant intercepted voicemail messages left on the mobile telephone of Andy Gray and provided unlawfully obtained information to the First Defendant which then published an article based on this information in the *News of the World*.
45. That, pursuant to the Arrangement, between 2004 and 2006 the Second Defendant intercepted voicemail messages left on the mobile telephone of Lee Chapman and provided unlawfully obtained information to the First Defendant.
46. That, pursuant to the Arrangement, between 2004 and 2006 the Second Defendant intercepted voicemail messages left on the mobile telephone of Leslie Ash and provided unlawfully obtained information to the First Defendant.
47. That, pursuant to the Arrangement, between March and July 2006 the Second Defendant intercepted voicemail messages left on the mobile telephone of David Mills and provided unlawfully obtained information to the First Defendant.
48. That, pursuant to the Arrangement, between March and July 2006 the Second Defendant intercepted voicemail messages left on the mobile telephone of Tessa Jowell and provided unlawfully obtained information to the First Defendant.
49. That, pursuant to the Arrangement, between July 2005 and July 2006 the Second Defendant intercepted voicemail messages left on the mobile telephone of Sienna Miller and her emails and provided unlawfully obtained

information to the First Defendant which then published eleven articles based on this information in the *News of the World*.

50. That, pursuant to the Arrangement, between 2004 and 2006 the Second Defendant intercepted voicemail messages left on the mobile telephone of Kelly Hoppen and provided unlawfully obtained information to the First Defendant.

Voicemail Interception after 2006

51. That after the Second Defendant's arrest, Journalist E continued to intercept voicemail messages.

Concealment

52. That senior employees and directors of the First Defendant knew about its wrongdoing and sought to conceal it by
- (a) putting out public statements it knew to be false and/or
 - (b) deliberately failing to provide the police with all the facts and matters of which it was aware and
 - (c) deliberately deceiving the police in respect of the purpose of payments to the Second Defendant and
 - (d) destroying evidence of wrongdoing, which evidence included a very substantial number of emails and the computers of journalists A to C which had been in use during the Arrangement

Damages and Profits

53. That the employees of the First Defendant identified in the Confidential Schedule used unlawful means to obtain information that they knew could not have obtained by lawfully, irrespective of how much it paid.
54. That the employees of the First Defendant identified in the Confidential Schedule calculated that the profits to be gained from using the services of the Second Defendant would exceed any compensation likely to be awarded to anyone whose information had been unlawfully obtained.

55. That the employees of the First Defendant identified in the Confidential Schedule failed to give any consideration to or did not care about the consequences of the unlawful conduct of the Second Defendant in the belief that this conduct would never be discovered and thus no compensation would be payable to the Targets.

THE CLAIMANTS CONFIRM THAT ANY ADMISSION OF FACT(S) WILL ONLY BE USED IN THIS CLAIM.

SCHEDULE OF CLAIMS

No.	Claim	Claim form issued
1.	Kelly Hoppen v (1) Dan Evans (2) News International Supply Company Limited (3) WXY (4) News Group Newspapers Limited (5) Glenn Mulcaire Claim No. HC11C01050	17.03.10
2.	Skylet Andrew v NGN and Glenn Mulcaire Claim No. HC10C01363	23.04.10
3.	Nicola Philips v NGN, Glenn Mulcaire and Ian Edmondson Claim No. HC10C01562	10.05.10
4.	Andy Gray v NGN and Glenn Mulcaire Claim No. HC10C01890	08.06.10
5.	George Galloway v NGN and Glenn Mulcaire Claim No. HC10C02256	09.07.10
6.	Sionna Miller v NGN and Glenn Mulcaire Claim No. HC10C03458	29.10.10
7.	Steve Coogan v NGN and Glenn Mulcaire Claim No. HC10C03630	09.11.10
8.	Mick McGuire v NGN and Glenn Mulcaire Claim No. HC10C03945	23.11.10
9.	Paul Gascoigne and NGN and Glenn Mulcaire Claim No. HC11C00132	24.01.11
10.	David Davies v NGN and Glenn Mulcaire Claim No. HC11C01007	28.01.11
11.	David Mills v NGN and Glenn Mulcaire Claim No. HC11C00733	18.03.11
12.	Mary-Ellen Field v NGN and Glenn Mulcaire Claim No. HC11C00758	21.03.11
13.	Kieren Fallon v NGN and Glenn Mulcaire Claim No. HC11C00759	21.03.11
14.	Tessa Jowell v NGN and Glenn Mulcaire Claim No. HC11C00795	23.03.11
15.	Ben Jackson v NGN and Glenn Mulcaire Claim No. HC11C01113	04.04.11
16.	Joan Hammell v NGN and Glenn Mulcaire Claim No. HC11C01125	05.04.11
17.	Lee Chapman (2) Mrs Leslie Chapman (3) Joseph Chapman (4) Max Chapman v News Group Newspapers and Glenn Mulcaire Claim No. HC11C01134	06.04.11
18.	Chris Bryant v NGN and Glenn Mulcaire Claim No. HC11C01154	12.04.11
19.	Graham Shear v NGN and Glenn Mulcaire Claim No. HC11C01303	14.04.11
20.	Jude Law v NGN and Glenn Mulcaire Claim No. HC11C01420	03.05.11
21.	John Prescott v NGN and Glenn Mulcaire Claim No. HC11C01444	05.05.11

22.	Dennis Rice, Amanda Hobbs, Louise Artimati v NGN and Glenn Mulcaire Claim No. HC11C01493	11.05.11
23.	Ulrika Jonsson v NGN and Glenn Mulcaire Claim No. HC11C01639	17.05.11
24.	Michele Milburn v NGN and Glenn Mulcaire Claim No. HC11C01662	18.05.11
25.	James Gardner v NGN and Glenn Mulcaire Claim No. HC11C01669	19.05.11
26.	Mark Oaten v NGN and Glenn Mulcaire Claim No. HC11C01686	19.05.11
27.	James Hewitt v NGN and Glenn Mulcaire Claim No. HC11C01753	25.05.11
28.	HJK v NGN and Glenn Mulcaire Claim No. HC11C01957	07.06.11
29.	Ciara Parkes v NGN and Glenn Mulcaire Claim no. HC11C01999	13.06.11
30.	Gavin Henson v NGN and Glenn Mulcaire Claim No. HC11C01997	13.06.11
31.	Ryan Giggs v NGN and Glenn Mulcaire Claim No. HC11C02020	14.06.11
32.	Jude Law v NGN and Glenn Mulcaire Claim No. HC11C02065	17.06.11
33.	Guy Pelly v NGN and Glenn Mulcaire Claim No. HC11C02287	11.07.11
34.	Abigail Titmuss v NGN and Glenn Mulcaire Claim No. HC11C02402	12.07.11
35.	Lisa Gower v NGN and Glenn Mulcaire Claim No. HC11C02416	13.07.11
36.	Ashley Cole v NGN and Glenn Mulcaire Claim No. HC11C02525	25.07.11
37.	Denis MacShane v NGN and Glenn Mulcaire Claim No. HC11C02736	03.08.11
38.	Simon Hughes MP v NGN and Glenn Mulcaire Claim No. HC11C0 2792	09.08.11
39.	Sheila Henry v NGN and Glenn Mulcaire Claim No. HC11C03086	13.09.11
40.	Alastair Campbell v NGN and Glenn Mulcaire Claim No. HC11C03246	19.09.11
41.	Elliot Morley v NGN and Glenn Mulcaire Claim No. HC11C03247	19.09.11
42.	Philip Hughes v NGN and Glenn Mulcaire Claim No. HC11C03248	19.09.11
43.	Sadie Frost v NGN and Glenn Mulcaire Claim No. HC11C03351	28.09.11
44.	Calum Best v NGN and Glenn Mulcaire Claim No. HC11C03352	28.09.11
45.	Meg Mathews v NGN and Glenn Mulcaire Claim No. HC11C03368	29.09.11
46.	Claire Ward v NGN and Glenn Mulcaire Claim No. HC11C03369	29.09.11
47.	Dan Lichters v NGN and Glenn Mulcaire Claim No. HC11C03370	29.09.11

48.	Tom Rowland v NGN and Glenn Mulcaire Claim No. HC11C03379	29.09.11
49.	Joan Smith v NGN and Glenn Mulcaire Claim No. HC11C03380	29.09.11
50.	Christopher Shipman v NGN and Glenn Mulcaire Claim No. HC11C03381	29.09.11
51.	Pete Doherty v NGN Claim No. HC11C03382	30.09.11
52.	Charlotte Church (2) Mrs Maria Church (3) Mr James Church v NGN and Glenn Mulcaire Claim No. HC11C03393	30.09.11
53.	Tracey Temple v NGN and Glenn Mulcaire Claim No. HC11C03405	30.09.11
54.	Samantha Wallin v NGN and Glenn Mulcaire Claim No. HC11C03380	30.09.11
55.	Laura Rooney v NGN and Glenn Mulcaire Claim No. HC11C03381	03.10.11
56.	Paul Burrell v NGN and Glenn Mulcaire Claim No. HC11C03412	03.10.11
57.	Sara Payne v NGN and Glenn Mulcaire Claim No. HC11C03414	03.10.11
58.	Dannii Minogue v NGN and Glenn Mulcaire Claim No. HC10C03415	03.10.11
59.	Brendan Minogue v NGN and Glenn Mulcaire Claim No. HC10C03416	03.10.11
60.	Cornelia Crisan v NGN and Glenn Mulcaire Claim No. HC10C03417	03.10.11
61.	Shaun Russell v NGN and Glenn Mulcaire Claim No. HC10C03418	03.10.11
62.	Colette Nina Bos v NGN and Glenn Mulcaire Claim No. HC10C03419	03.10.11
63.	Paul Dadge v NGN and Glenn Mulcaire Claim No. HC11C03420	03.10.11
64.	Sally King, (2) Andrew King and (3) John Anderson v NGN and Glenn Mulcaire Claim No. HC11C03421	03.10.11
65.	Lance Gerrard-Wright v NGN and Glenn Mulcaire Claim No. HC11C03422	03.10.11

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION

ALL CLAIMS IN THE SCHEDULE

IN THE MATTER OF MOBILE PHONE VOICEMAIL INTERCEPTION LITIGATION

BETWEEN:

VARIOUS CLAIMANTS
(listed in the Schedule hereto)

Claimants

- and -

(1) NEWS GROUP NEWSPAPERS LTD
(2) GLENN MICHAEL MULCAIRE

Defendants

ADMISSION OF FACTS
CPR PART 32.18

The First Defendant makes the admissions below in response to the Claimants' Notice to Admit Facts served on 29 November 2011 ("the Notice to Admit").

In accordance with CPR Part 32.18(3), these admissions are made on the basis that they may be used against the First Defendant only in these proceedings and by the Claimants who served the Notice to Admit, and that they may not be used on any other occasion or by any other person or for any other purpose. These admissions should not be taken to be acceptance that any conduct relating to the matters set out below can be proven to the criminal standard.

Paragraph numbers used below are the same as those in the Notice to Admit.

The Arrangement

1. (a) In or about 2001 the Second Defendant entered into an arrangement with the First Defendant in respect of the *News of the World* ("the Arrangement") under the terms of which the Second Defendant agreed to obtain, on request, information about specific individuals and third parties connected to them, such as their family and/or friends and/or colleagues.

(b) ~~The Second Defendant used various means to obtain such information, which included both lawful and unlawful means. The unlawful means used by the Second Defendant included intercepting mobile phone and email messages.~~

2. The Arrangement (as defined at paragraph 1(a) above) continued until the arrest of the Second Defendant on 8 August 2006.

3. The First Defendant and the Second Defendant (or companies controlled by him) entered into the following written agreements:

(a) 6 June 2001: a confidentiality agreement between the First Defendant (signed by Journalist A - referred to in the Confidential Schedule to these Admissions) and the Second Defendant (in the name "Paul Williams") concerning the provision of confidential information by the Second Defendant.

(b) 1 September 2001: a contract between the *News of the World* (signed by Journalist A) and Euro Research and Information Services Limited (a company controlled by the Second Defendant) for a period of 12 months. Under this contract the Second Defendant was paid £1769.23 per week: £92,000 per annum.

(c) 1 September 2002: a contract between the *News of the World* (signed by Journalist A) and Euro Research and Information Services for a further period of 12 months. Under this contract the Second Defendant was paid £1769.23 per week: £92,000 per annum.

(d) 23 July 2003: an "Addendum" by which the *News of the World* (signed by Journalist A), agreed to pay the Second Defendant an extra £250 per week, making the total weekly remuneration £2,019 for an extended service covering 9.00am to 5.00pm Mondays to Fridays, plus emergency calls outside these hours.

(e) 4 February 2005: a contract between the Second Defendant (in the name "Paul Williams") and the *News of the World* to pay at least £7,000

to the Second Defendant on the publication of an exclusive story about Gordon Taylor.

- (f) 1 July 2005: a contract between Nine Consultancy Limited (a company controlled by the Second Defendant) and the *News of the World* (signed by Journalist C - referred to in the Confidential Schedule to these Admissions) for a period of 12 months from 1 July 2005. Under this agreement the Second Defendant was paid £2,019 per week, £104,988 per annum.
- (g) 4 March 2006: an email from Journalist B (referred to in the Confidential Schedule to these Admissions) to the Second Defendant extending the agreement of 1 July 2005 until 2007.

The services provided by the Second Defendant were evidenced by and provided (at least in part) under these agreements.

- 4. The purpose of the Arrangement (as defined at paragraph 1(a) above) was the obtaining of information by the Second Defendant concerning individuals of interest to the *News of the World*, and to supply information obtained to *News of the World* journalists, with a view to such information being used in the investigation, preparation and writing of articles to be published in the *News of the World*. [REDACTED]

Payments to the Second Defendant

- 5. The First Defendant and its related companies made the payments set out in the Schedule of Payments attached to these Admissions to the Second Defendant or his associated companies.
- 6. Payments were authorised by the individuals named in paragraph 6 of the Confidential Schedule to these Admissions. The individual authorising a payment would not necessarily know any details of the payment including whether the payment was in respect of information which had been obtained by unlawful means.

Obtaining of Information

7. One of the methods used by the Second Defendant to obtain information was the interception of voicemail messages. The Second Defendant provided information about some of the voicemail messages which he had intercepted to journalists at the *News of the World*. The information provided by the Second Defendant sometimes included transcripts of voicemail messages.

8.



Voice Mail Interception "Modus Operandi"

9.

10.

11.

12.

(b)

(c)

(d)

13. [REDACTED]
[REDACTED]
14. The Second Defendant noted the names of individuals whom he was investigating in his notebooks and on his computer.
15. The names noted by the Second Defendant were not all victims of voicemail interception or other forms of illegal information gathering.
16. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

17. Voicemail messages were on occasion intercepted by journalists working on the *News of the World* using information provided by the Second Defendant.
18. Clive Goodman and Journalists B, D and E (set out in paragraph 18 of the Confidential Schedule to these Admissions) intercepted voicemail messages using information provided by the Second Defendant.

The First Defendant's Employees' Knowledge of the Arrangement

19. The Arrangement (as defined at paragraph 1(a) above) was originally entered into between Journalist A on behalf of the First Defendant and the Second Defendant.
20. Journalist A was the Second Defendant's primary point of contact with the First Defendant until July 2005.
21. [REDACTED]
[REDACTED]
[REDACTED]
22. Journalist B was the Second Defendant's primary point of contact with the First Defendant between July 2005 and August 2006.
23. [REDACTED]
[REDACTED]
[REDACTED]
24. [REDACTED]
[REDACTED]
[REDACTED]
25. [REDACTED]
[REDACTED]
[REDACTED]

26. Clive Goodman, an employee of the First Defendant, instructed the Second Defendant to obtain information, including by means of voicemail interception on an unquantifiable number of occasions.
27. The services provided by the Second Defendant, including the interception of voicemail messages, were known about amongst a number of the First Defendant's employees at the *News of the World*.
28. The employees of the First Defendant listed in paragraph 28 of the Confidential Schedule to these Admissions were aware of or involved in the Arrangement (as defined at paragraph 1(a) above).

The First Defendant's use of the information obtained by the Second Defendant

29. Information of the following types was provided by the Second Defendant to *News of the World* journalists:
 - (a) Information about mobile numbers;
 - (b) Information about the contents of messages;
 - (c) Information about who had been communicating with whom;
 - (d) Information about the time, duration and dates of communications;
 - (e) Information about the locations, movements and proposed movements of targeted individuals and third parties connected to them.
30. Information was communicated to *News of the World* journalists by the Second Defendant by email, telephone and text message.
31. Information, including information unlawfully obtained [REDACTED] by the First Defendant's employees using information supplied to them by the Second Defendant, was used to enable private investigators employed by the *News of the World* to monitor, locate and track individuals to place them under surveillance.

32. Information was used to provide instructions to Derek Webb, a private investigator, who placed a large number of individuals under surveillance including the following Claimants and former Claimants:

- (a) Andy Gray
- (b) Ashley Cole
- (c) Lee Chapman
- (d) Paul Gascoigne
- (e) Sienna Miller
- (f) Gordon Taylor

33. Information, including information unlawfully obtained [REDACTED] was provided to journalists, photographers and editorial staff at the *News of the World* for use in the research, preparation and writing of articles.

34. Such information was, from time to time, included in stories published in the *News of the World*.

Particular Individuals

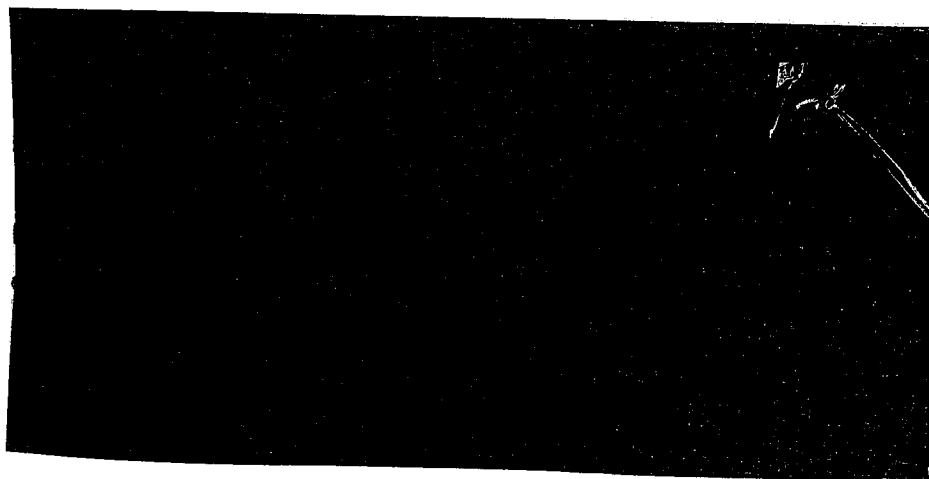
35. Between 1 January 2005 and 9 August 2006, the Second Defendant intercepted voicemail messages left on the mobile telephone of Paddy Harveson, the Communications Secretary to H.R.H. the Prince of Wales and H.R.H. the Duchess of Cornwall and provided unlawfully obtained information to Clive Goodman on behalf of the First Defendant.

36. Between 1 January 2005 and 9 August 2006, the Second Defendant intercepted voicemail messages left on the mobile telephone of Helen Asprey, the Personal Secretary to H.R.H. Prince William and H.R.H. Prince Harry and provided unlawfully obtained information to Clive Goodman on behalf of the First Defendant.

37. Between 1 January 2005 and 9 August 2006, the Second Defendant intercepted voicemail messages left on the mobile telephone of Jamie Lowther-Pinkerton, the Private Secretary to H.R.H. Prince William and H.R.H. Prince Harry and provided unlawfully obtained information to Clive Goodman on behalf of the First Defendant.
38. Between 16 February and 16 June 2006, the Second Defendant intercepted voicemail messages left on the mobile telephone of Max Clifford and provided unlawfully obtained information to the First Defendant.
39. Between 16 February and 16 June 2006, the Second Defendant intercepted voicemail messages left on the mobile telephone of Gordon Taylor and provided unlawfully obtained information to the First Defendant.
40. Between 16 February and 16 June 2006, the Second Defendant intercepted voicemail messages left on the mobile telephone of Sky Andrew and provided unlawfully obtained information to the First Defendant.
41. Between 16 February and 16 June 2006, the Second Defendant intercepted voicemail messages left on the mobile telephone of Simon Hughes MP and provided unlawfully obtained information to the First Defendant.
42. Between 16 February and 16 June 2006, the Second Defendant intercepted voicemail messages left on the mobile telephone of Elle Macpherson and provided unlawfully obtained information to the First Defendant.

43.

44.



45.

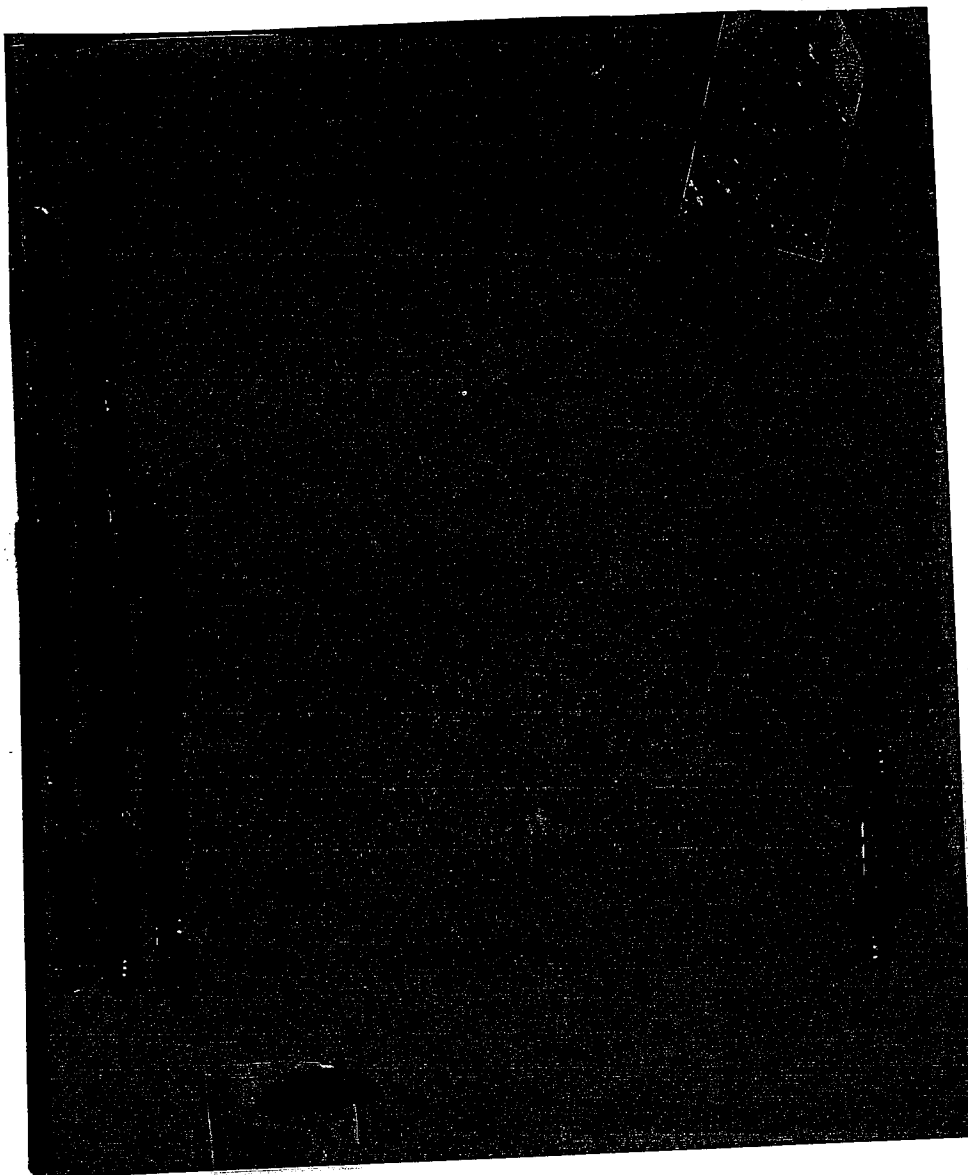
46.

47.

48.

49.

50.



Voicemail Interception after 2006

51. On 22 June 2009, the mobile telephone belonging to Journalist E was used to call Ms Hoppen's mobile telephone number on two occasions. The first call was at 09:26 hours and it lasted 3 seconds. The second call was at 13:24 hours and it lasted 25 seconds. The second call generated a voicemail failed access message.

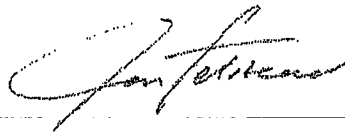
Concealment

52. The First Defendant is unable to make any admission as to the state of knowledge, motivation, or states of mind of the unidentified "senior employees and directors" referred to at paragraph 52 of the Notice to Admit, which are not within its knowledge. Neither is it able to admit or deny the unparticularised allegations set out at paragraphs 52(a) – (d). Without prejudice to those non-admissions, and solely in the interests of the prompt and efficient determination of these claims, the First Defendant consents to the assessment of aggravated damages by the Court on the basis of the facts alleged at paragraph 52.

Damages and Profits

53. The facts set out in paragraphs 53 – 55 of the Notice to Admit are not admitted.

SIGNED:



Ian Felstead, Olswang LLP, Solicitors for the First Defendant

POSITION OR OFFICE HELD: Partner

DATE: 13 December 2011